

Exhibit A-4

Offer Responses Document

GOOGLE INC.

DUNS : 060902413

Offer Control Number : IMACKETW

Solicitation Number : 7FCB-H2-070541-B

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Company Information

BUSINESS NAME : GOOGLE INC.
 TYPE OF ORGANIZATION : Corporate Entity (Not Tax Exempt)
 COMMON PARENT DUNS NUMBER : 060902413
 DOING BUSINESS AS : GOOGLE.COM
 BUSINESS TYPE :
 BUSINESS WEBSITE :

Business Address	Mailing Address
1600 AMPHITHEATRE PKWY, MOUNTAIN VIEW, CA - 940431351, USA .	GOOGLE INC. 1600 AMPHITHEATRE PARKWAY, MOUNTAIN VIEW, CA - 940431103, USA .

Existing Contract Information

Contract No	Termination Date
Not Applicable	Not Applicable

Preponderance Of Work Information

Vendor Selected Preponderance of work: 541810

SIN Information

Response for 541 1-Advertising Services

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- 541810

Will delivery be within 30 days after receipt of order (ARO)?

- Yes

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- 5000000

What is the Scope for this SIN?

- Contractor will provide domestic and overseas delivery

Standard Responses

American Recovery And Reinvestment Act 2009 (52.203-15,52.204-11)

In order for Contractors to accept orders placed with funds, in whole or in part, allocated to the 'American Recovery and Reinvestment Act of 2009', clauses 52.203-15 and 52.204-11 must be incorporated by reference under clause 52.212-5. Contractors hereby agree to have clauses 52.203-15 and 52.204-11 in the contract.

Yes

Disaster Recovery Purchasing Program

Does the offeror agree to voluntarily participate in the Recovery Purchasing Program as described in GSAR 552.238-80, "Use of Federal Supply Contracts by Certain Entities-Recovery purchasing" in this solicitation?

Yes

Employment Eligibility Verification (Jan 2009) (52.222-54)

As per the FAR, Clause 52.222-54, Employment Eligibility Verification (Jan 2009), Federal contractors and subcontractors are required to begin using the U.S. Citizenship and Immigration Services' E-Verify system to verify their employees' eligibility to legally work in the United States.

Yes

Exceptions To Certs And Reps (52.212-3)

The offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference? (If 'No' is selected, the offeror must submit an attachment listing the paragraph(s) which have changed and identify, after each paragraph, what has changed. Please title the attachment, 'Exceptions to Certs and Reps-52.212-3.')

Yes

Exceptions To Terms And Conditions

Does the offeror take exception to any of the Terms and Conditions (Contract Clauses) presented in Part II of the Solicitation Document?(If "yes" is selected, the offeror must provide documentation for each contract clause selected for exception. The exception(s) the offeror requests will be negotiated with the GSA Contracting Official(s).)

No

Subcontracting Plan (N/A to Small Business Concerns) (52.219-9)

Do you wish to create/upload a subcontracting plan at this time? (Note: Please note that "other than small" businesses may be required by the contracting officer to submit a subcontracting plan prior to being awarded a contract. For more information on determining business size, please visit www.sba.gov/size)

- Are you a "not for profit" entity? *No, We are NOT a not-for-profit entity.*
- Are you a domestic firm, or a foreign firm? *Yes, We are a domestic firm.*
- Based on the criteria of the NAICS code you have selected as your preponderance of work, would you be considered a small business, or an other-than-small business? *No, We would be considered as "Other than small" business.*
- Are there any opportunities to subcontract work? *Yes, there are opportunities to subcontract work*

SubContracting Plan Required : Yes

Clause and Vendor Responses

Begin Regulation

552.216-73 ORDERING INFORMATION (AUG 2010)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

End Regulation

Vendor Response For: *ParticipateInProposedContract*

Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

No

Begin Regulation

F-FSS-202-F DELIVERY PRICES (APR 1984)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

GEOGRAPHIC AREA(S)/COUNTRIES/ZONES

End Regulation

Vendor Response For: Delivery Prices (F-FSS-202-F)

If offerors are providing overseas coverage then provide the geographic area(s)/countries/zones below (Please enter N/A if not applicable).

All geographic areas, countries and zones

Begin Regulation

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

_____ End Regulation _____

_____ Begin Regulation _____

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsive and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

End Regulation

Vendor Response For: Hazardous Material Identification and Material Safety Data (52.223-3 Alt I)

Are there any hazardous materials to be delivered under this contract.

No

Vendor Response For: Hazardous Material Identification and Material Safety Data (52.223-3 Original)

Are there any hazardous materials to be delivered under this contract.

No

Begin Regulation

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS
(MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

End Regulation

Vendor Response: Remittance Address

CompanyName	: Google Inc.
Attention	: Dept 33654
Address1	: PO Box 39000
City	: San Francisco
State	: CA
Zip	: 94139
Country	: USA
Phone	: 202-346-1241
Email	: ckuhl@google.com

Begin Regulation

552.216-73 ORDERING INFORMATION (AUG 2010)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

End Regulation

Vendor Response: Ordering Receipt Information

ReceiptType	: Facsimile Transmission or
FacsimileFax	: 202-346-1101

Begin Regulation**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

End Regulation***Vendor Response: Contact for Contract Administration (Domestic)***

Name	: Courtney Rose
Title	: Head of Government and Associations
Address1	: 1101 New York Ave NW
City	: Washington

State	: DC
Zip	: 20005
Country	: USA
Phone	: 202-346-1241
Email	: ckuhl@google.com
DunsNumber	: 060902413

Vendor Response: Industrial Funding Fee

Name	: Courtney Rose
Title	: Head of Government and Associations
Address1	: 1101 New York Ave NW
City	: Washington
State	: DC
Zip	: 20005
Country	: USA
Phone	: 202-346-1241
Email	: ckuhl@google.com
DunsNumber	: 060902413

Vendor Response: Contact for Marketing

Name	: Courtney Rose
Title	: Head of Government and Associations
Address1	: 1101 New York Ave NW
City	: Washington
State	: DC
Zip	: 20005
Country	: USA
Phone	: 202-346-1241
Email	: ckuhl@google.com
DunsNumber	: 060902413

Vendor Response: Contact For SubContracting Plan

Name	: Courtney K Rose
Title	: Head of Government and Associations
Address1	: 1101 New York Ave NW
City	: Washington
State	: DC
Zip	: 20016
Country	: USA
Phone	: 202-346-1100
Email	: ckuhl@google.com
DunsNumber	: 060902413

Commercial Sales Practice

Response for Commercial Sales Practice

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

End Regulation

Vendor Response For: K-FSS-1 - Authorized Negotiators

Negotiators marked with (*) are "Authorized to Sign"

NAMES & TITLE	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES
* Samuel P Sebastian & Director	312-840-4198	ssbastian@google.com
* Julia K Ewart & Manager	703-923-8385	julia.ewart@bakertilly.com
* Courtney K Rose & Head of Government and Associations	202-346-1241	ckuhl@google.com
John D Chung & Account Manager	212-565-3010	johndchung@google.com
Roy Daiany & Account Manager	202-346-1100	rdaiany@google.com
Sean P Harrison & Independent Communications & SuperPAC's	202-346-1100	seanharrison@google.com

List of Uploaded Documents

Document Category	Document - Label/Name
Commercial Pricelist	Not Applicable
Commercial Sales Practices Format	CSP Format and Pricing Narrative
Comp Plan for Professional Employees	Employee Compensation Plan
Comp Plan for Professional Employees	Employee Compensation Plan
Copy of CCR Record	CCR from sam.gov
Exceptions to Certs and Reps - 52.212-3	Not Applicable
Financial Documents	Financial Documents
Labor Category Descriptions (if applicable)	Not Applicable
Offered Pricing	GSA Proposed Pricelist
Other (optional-offeror defined)	Cover Letter
Other (optional-offeror defined)	Agent Authorization Letter
Other (optional-offeror defined)	Regulations Incorporated by Reference - Not Applicable
Other (optional-offeror defined)	Non-Disclosure Statement
Other (optional-offeror defined)	Google Clarification Response 1 with Updated Proposal Pricelist
Other (optional-offeror defined)	Proposal Price List Updated 9.30.2013
Other (optional-offeror defined)	Google FPR and attachments
Past Performance Evaluation Report (D & B)	PPE Report, Order Form and Letter
Readiness Factor	Readiness Assessment
SCP-FSS-2, Section I, Administrative Contract Data	1 - Administrative Proposal
SCP-FSS-2, Section II, Technical Proposal	2 - Technical Proposal
SCP-FSS-2, Section III, Price Proposal	3 - Price Proposal
Subcontracting Plan (If Large Business)	Small Business Subcontracting Plan
Summary of Offer	Summary of Offer
Supporting Documentation - Invoices	Invoices
Uncompensated Overtime Policy (if hourly rates)	Uncompensated Overtime Policy